

Virgil K. Stimer  
General Delivery  
Jackson Michigan 49201  
520-609-3132

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA**

VIRGIL K STIMER;

**Plaintiff,**

vs.

SANTANDER CONSUMER USA INC.

**Defendant.**

Case No. 4:11-CV-00557-TUC-FRZ

**MEMORANDUM OF LAW IN  
RESPONSE TO DEFENDANT'S  
MOTION FOR SUMMARY  
JUDGMENT**

Pursuant to Rule 56 of the Federal Rules of Civil Procedure, ("FRCP"), Rule 56.1 of the Rules of Practice of the U.S. District Court of the District of Arizona, ("LRCiv"), the 7/09/12 Order of the Court, (incorporated by reference, document # 77 of the CM/ECF docket report), Plaintiff files this Memorandum of Law in Response to Defendant's Motion for Summary Judgment, ("Memorandum"). Pursuant to FRCP 56(c)(4), this Memorandum is supported by an affidavit and said affidavit is attached as Exhibit A of Plaintiff's Controverting Statement of Facts Addressing Defendant's Statement of Facts in Support of Defendant's Motion for Summary Judgment and is incorporated by reference. Plaintiff can present genuine issues of fact that 1) Defendant is an ADMITTED debt collector in this matter and subject to provisions of 15 U.S.C. § 1692, and 2) that Plaintiff is not in breach

1 of any contract between Plaintiff and Defendant for the monthly payments concerning a  
2 2001 Safari Serengeti motorhome, ("Motorhome"). Defendant has failed to prove a nexus  
3 between Plaintiff and Defendant for breach of contract and has even attempted without a  
4 court order, to illegally take possession of Plaintiff's motorhome. Defendant Santander  
5 Consumer USA has brought this frivolous counter-claim for breach of contract for the  
6 purpose of intimidation, harassment and for the purpose of depriving Plaintiff of his  
7 property under the color of law.

9

10 **MEMORANDUM OF THE POINTS AND AUTHORITIES**

11 **I. DEFENDANT'S EXHIBITS SHOW GENUINE ISSUES OF FACT**

12 Defendant denies being a debt collector. *See* the Controverting Statement of Facts  
13 Addressing Defendant's Statement of Facts in Support of Defendant's Motion For  
14 Summary Judgment, ("CSOF") ¶ 104. Defendant has sent letters to Plaintiff admitting to  
15 being a debt collector. *See CSOF* ¶ 105. Defendant's Exhibits A and B of its Separate  
16 Statement of Facts in Support of Defendant's Motion for Summary Judgment, ("DSSOF")  
17 contains letters Defendant sent to Plaintiff admitting that Defendant is a debt collector.  
18 *See CSOF* ¶ 106. Defendant's has sent to Plaintiff said debt collector letters in Defendant  
19 Santander Consumer USA, INC.'s First Supplemental Disclosure Statement. *See CSOF* ¶  
20 107. Defendant claiming to be debt collector and a creditor at the same time presents  
21 genuine issues of fact.

22 **II. FACTUAL BACKGROUND**

23 From the time of June 2002 until April 27, 2011, Plaintiff made approximately  
24 \$134,969.00 of monthly payments for a 2001 Safari Serengeti motor home ("Motorhome")

1 to Thor Credit Corporation in California. *See CSOF ¶ 120.* At no time did Plaintiff EVER  
2 receive from Thor Credit Corporation any notification of any assignment of the Contract  
3 for the payments for the Motorhome. *See CSOF ¶ 121.* In late April of 2011, Defendant  
4 sent Plaintiff a first communication letter dated 04/08/2011. *See CSOF ¶ 74.* Through said  
5 letter, Defendant stated that, "Santander Consumer USA Inc. recently entered into an  
6 agreement with GEMB Lending Inc./GE Money Bank to service your retail installment  
7 contract or direct note for your recreational vehicle or marine watercraft, (collectively,  
8 "Vehicle")." *See CSOF ¶ 74.* At no time did Plaintiff ever enter into any agreement with  
9 GEMB Lending or with GE Money Bank for the payments for the Motorhome. *See CSOF*  
10 *¶ 122.* At no time did Plaintiff EVER make payments to anyone other than Thor Credit  
11 Corporation. *See CSOF ¶ 123.* In Defendant's first communication letter, Defendant  
12 instructed Plaintiff to direct all monthly payments to Defendant Santander Consumer USA.  
13 *See CSOF ¶ 74.* In said letter, Defendant neither claimed to be the purchaser of Plaintiff's  
14 Contract nor the Assignee of the Contract for the payments for the Motorhome. *See CSOF*  
15 *¶ 74.* In Defendant's said letter, Defendant ADMITTED that said letter is from a debt  
16 collector, *See CSOF ¶ 74.*

17       In response to Defendant's first communication letter, Plaintiff sent On May 20,  
18 2011, via a third party, a document styled, "Validation Notice for Claim of Debt",  
19 ("Validation Notice"), to Defendant concerning the Contract and the Motorhome. *See*  
20 *CSOF ¶ 92.* In the Validation Notice, Plaintiff agreed to make payments for the  
21 Motorhome to Defendant providing that Defendant first present to Plaintiff, (in effect),  
22 authenticated, court admissible evidence of being the Assignee to the Contract. *See CSOF*  
23  
24  
25  
26  
27  
28

1 ¶ 92. According to the Contract, the only rightful party to receive payments for the  
2 Motorhome is the Assignee. *See CSOF ¶ 124.*

3 Plaintiff gave Defendant 30 days to present Plaintiff with said evidence. *See CSOF ¶*  
4  
5 ¶ 92. Through the Validation Notice, Plaintiff informed Defendant that failure to provide  
6 Plaintiff with said evidence within 30 days would be agreement on the part of Defendant,  
7 including but not limited, to Plaintiff's claims that Defendant is a third-party debt collector,  
8 that Defendant is not an assignee to the Contract and that Defendant has no contractual  
9 rights in regard to Plaintiff's Contract for the payments for the Motorhome, *See CSOF ¶*  
10  
11 ¶ 92.

12 Thirty days did pass and Plaintiff did not receive a response from Defendant to the  
13 May 20, 2011 Validation Notice. *See CSOF ¶ 125.* On July 2, 2011, Plaintiff sent to  
14 Defendant, via a third party, a document styled as, "Notice of Fault and Dishonor-SNTDR  
15 Opportunity to Cure" giving Defendant 10 more days to respond to Plaintiff's May 20,  
16 2011 Validation Notice. *See CSOF ¶ 93.* The ten days did pass without Defendant  
17 responding to Plaintiff's May 20, 2011 Validation Notice. *See CSOF ¶ 126.* On July 19,  
18 2011, sixty days after Plaintiff's May 20, 2011 Validation Notice was mailed to Defendant,  
19 Defendant sent a reply which only acknowledged receipt of Plaintiff's Validation Notice,  
20 *See CSOF ¶ 95.* The subject of the Contract or assignment to the Contract was not  
21 addressed in Defendant's said reply. *See CSOF ¶ 95.* In said reply Defendant incorrectly  
22 claimed that Plaintiff's May 20, 2011 Validation Notice was received by Defendant on  
23 June 11, 2011. *See CSOF ¶ 95.* The United States Postal Service track and confirm  
24 records show that Plaintiff's Validation Notice was received by Defendant on May 23,  
25 2011 and not on June 11, 2011 as Defendant claims *See CSOF ¶ 96.*  
26  
27  
28

1 On July 22, 2011, Plaintiff sent Defendant, via a third party, a document styled as,  
2 Notice of Default in Dishonor and Consent to Judgment-STDR, (“Default Notice”). *See*  
3 **CSOF ¶ 94.** Through the Default Notice, Plaintiff informed Defendant of its agreement to  
4 all the facts, claims, statements, laws and conclusions of law stated sworn to by Plaintiff in  
5 the Validation Notice. *See CSOF ¶ 94.* The Default Notice informed Defendant that  
6 estoppel by acquiescence prevailed against Defendant as it concerned the payments for the  
7 Motorhome. *See CSOF ¶ 94.* Defendant did not cease collection activities against  
8 Plaintiff after receiving Plaintiff’s Validation Notice. *See CSOF ¶ 127.*

9  
10 On September 1, 2011, Plaintiff filed a complaint against Defendant for violations of  
11 15 U.S.C. § 1692, said complaint is incorporated by reference and is document # 1 on the  
12 CM/ECF docket report, (“Docket Report”). On November 1, 2011, Defendant filed an  
13 answer to Plaintiff’s complaint and a counterclaim for breach of contract against Plaintiff.  
14 Said counter-claim is incorporated by reference and is document # 3 on the Docket Report.  
15

16 Defendant has already ADMITTED to being a debt collector in this matter *See CSOF*  
17 **¶ 100.** Even so, Defendant claims to be the alleged Assignee and creditor in this matter  
18 and alleges that Plaintiff is in breach of contract to Defendant for the payments for the  
19 Motorhome. *See CSOF ¶ 97.* Defendant cannot be both a debt collector and a creditor at  
20 the same time. *See CSOF ¶ 72.* Defendant has provided no court admissible evidence that  
21 the Contract has been purchased at all. *See CSOF ¶ 69.*  
22

23 Defendant, an ADMITTED debt collector in this matter, has neither presented  
24 authenticated evidence of the Contract it claims is breached nor authenticated evidence of  
25 assignment of the Contract to this Court or to Plaintiff. *See CSOF ¶¶ 58-68.*  
26

1           The affidavit of Wayne Nightingale, Senior Vice President of Santander Consumer  
2 USA is attached as Exhibit B to Defendant's DSSOF in support of Defendant's MSJ. *See*  
3 **CSOF ¶ 128.** Said affidavit is also used by Defendant to allegedly authenticate alleged  
4 copies of the Contract for the payments for the Motorhome. *See CSOF ¶ 128.* Defendant,  
5 an ADMITTED debt collector, relies on said Exhibit B to support its allegation that  
6 Defendant is a party to Plaintiff's Contract as an Assignee for the payments for the  
7 Motorhome. *See CSOF ¶ 128.* Attached to said affidavit are a number of photo copies that  
8 Nightingale declares to be records possessed by Santander that are kept in the course of  
9 regularly conducted business. *See CSOF ¶ 128.* The Federal Rules of Evidence, ("FRE")  
10 902(11) requires that in order for copies of records to be admissible as evidence, the  
11 records must be accompanied by a written declaration of a person certifying that those  
12 records were made at or near the time of the occurrence of the matters set forth by a person  
13 with knowledge of those matters. *See CSOF ¶ 129.* Nightingale does not certify that the  
14 copies of the records were made at or near the time of the occurrence of the matters set  
15 forth and neither does Nightingales certify to have personal knowledge of the matter  
16 concerning those business records. *See CSOF ¶ 61.* Nightingale only states that they are  
17 records POSSESSED by Defendant. *See CSOF ¶ 61.*

18           Throughout said affidavit, it is unclear and confusing as to what Nightingale is  
19 actually claiming to have personal knowledge of. *See CSOF ¶ ¶ 62-65.* Adding to the  
20 confusion of said affidavit, Nightingale makes numerous statements about various business  
21 activities between a number of entities without EVER referring to any one copy that should  
22 be attached to his affidavit to support his many statements. *See CSOF ¶ 67.* For example,  
23 Nightingale states, "On December 30, 2010 GEMB Lending Inc. and other affiliated  
24

1 corporations executed a Bill of Sale and Assignment and Assumption Agreements with  
2 Santander Consumer USA." *See CSOF ¶ 67.* Nightingale makes no reference to any copy  
3 attached to his affidavit as evidence of the alleged transaction. *See CSOF ¶ 67.* Another  
4 example is, "Under the Agreement, GEMB Lending Inc. and other affiliated corporations  
5 sold, transferred, assigned and delivered to Santander Consumer USA Inc. all rights and  
6 interests secured by the original lender under the terms and conditions of the various retail  
7 installment agreements." *See CSOF ¶ 67.* Again, Nightingale makes no reference to any  
8 copy attached to the affidavit as evidence to support his statements. *See CSOF ¶ 67.*  
9 Neither did Nightingale declare that any of the copies attached to his affidavit were copied  
10 from originals. *See CSOF ¶ 61*

11 In regard to unauthenticated copies attached to an affidavit, in the case of, *United*  
12 *States of America v. M. E.D Dibble U.S. App., 9<sup>th</sup> Circiut, 429 F.2d 598, 602, 1970, the*  
13 *court has stated,*

14 "He did not sign the exhibit, and he states no facts at all from which we could  
15 conclude that he could identify the signatures of those who did; he tells us nothing to  
16 show how he knows the document to be a correct copy of a genuine contract."

17 *See CSOF 109.*

18 As it concerns an alleged assignment of the Contract from Deutsche Financial  
19 Services to GEMB Lending; Nightingale does not claim to have personal knowledge of  
20 assignment of the Contract. *See CSOF ¶ 65.* It is only upon the "information and belief"  
21 of Wayne Nightingale concerning a business relationship between two corporations that  
22 Defendant bases his conclusory statements that the Contract has been allegedly assigned  
23 beyond Deutsche Financial Services making its way through a number of other entities and  
24 eventually and allegedly, to Defendant Santander USA. *See CSOF ¶ 65.*

1           In the case of *State of Washington et al. v. Maricopa County et al.* 143 F.2d 871, 872  
2 (1944) in the 9<sup>th</sup> Circuit, the court stated,

3           “One of the supporting affidavits contained statements made on information  
4 and belief. These statements should have been disregarded. Each of the supporting  
5 affidavits contained statements of legal conclusions. These, too, should have been  
disregarded.”

6           See CSOF ¶ 109

7  
8           All of Nightingale’s statements and legal conclusions based upon his information and  
9 knowledge must be disregarded, including but not limited to his statements about any  
10 assignment of Plaintiff’s contract. See CSOF ¶ 109. The affidavit of Nightingale is in  
11 violation of FRE 902(11) and the copies attached to said affidavit in Defendant’s Exhibit B  
12 of the DSSOF are not authenticated just because the affidavit is signed by Wayne  
13 Nightingale, Senior Vice President of Santander Consumer USA. In the case of, *United*  
14 *States of America v. M. E.D Dibble U.S. App., 9<sup>th</sup> Circuit, 429 F.2d 598, 602, 1970.*  
15  
16

17           “A writing is not authenticated by simply attaching an affidavit to it even if the  
writing appears on its face to have originated from some governmental agency and the  
affiant is a government official.”

18  
19           See CSOF ¶ 68

20  
21           Defendant also relies upon Exhibit A of its DSSOF to support its allegation that  
22 Plaintiff is allegedly in breach of Contract. See CSOF ¶ 110. Contained in said exhibit A  
23 are the same unauthenticated copies of records POSSESSED BY Santander Consumer  
24 USA accompanied by same the faulty affidavit of Nightingale. See CSOF ¶ 111.  
25 Interspersed in other parts of Defendant’s said exhibit A are copies of other documents that  
26 are not self-authenticating under FRE 902(11) and therefore are hearsay under FRE 802.  
27  
28           See CSOF ¶ 112.

1 Plaintiff questions the authenticity of all copies of the alleged Contract contained in  
2 both Exhibits A and B of Defendant's DSSOF. *See CSOF ¶ 113.* Plaintiff questions the  
3 authenticity the all copies of an alleged assignment contained in both Exhibits A and B of  
4 Defendant's DSSOF. *See CSOF ¶ 114.* Plaintiff questions the authenticity of the copies  
5 of all the alleged motor vehicle title to the Motorhome contained in both Exhibits A and B  
6 of Defendant's DSSOF. *See CSOF ¶ 115.* Plaintiff questions the authenticity of certain  
7 copies contained in Defendant's Exhibit A of Defendant's DSSOF. *See CSOF ¶ 112.*  
8 According to the Federal Rules of Evidence, ("FRE") Rule 1002, to prove the content of a  
9 writing, the original writing is required. *See CSOF ¶ 139.* Overall, Defendant's Motion  
10 for Summary Judgment, ("MSJ") is in violation of FRCP 56(c)(4) in that Defendant's MSJ  
11 supported by an affidavit that is not made on personal knowledge on the matters set forth in  
12 this case, did not set forth facts that would be admissible in evidence and did not show that  
13 Nightingale is competent to testify. *See CSOF ¶ 61-65.*

14 Thus far, Plaintiff is the only party before this Court that can and does present an  
15 authenticated copy of the Contract. *See CSOF ¶ 130.* Plaintiff's copy of the Contract does  
16 not have an assignee listed. *See CSOF ¶ 53.* Defendant's Counter-claim for breach of  
17 contract is predicated ENTIRELY upon Defendant's INFORMATION and BELIEF that  
18 the Contract has been allegedly assigned to Defendant. *See CSOF ¶ 65-67.*

19 In regard to debt collection activities of Defendant, an ADMITTED debt collector;  
20 Defendant claims that Plaintiff did not contact Defendant within thirty days regarding the  
21 validity of the alleged debt. *See CSOF ¶ 116.* Defendant's first communication letter dated  
22 04/08/11 arrived for Plaintiff at the main Post Office in Tucson Arizona on April 23, 2011.  
23 *See CSOF ¶¶ 74-87.* There is a consistent pattern of a nine to fifteen day gap of time  
24  
25  
26  
27  
28

1 between the printed date of Defendant's letters and the date that Defendant's letters are  
2 actually sent out in the mail by Defendant to Plaintiff. *See CSOF ¶¶ 73-90.* Plaintiff's  
3 reply to Defendant's first communication letter concerning the validity of the alleged debt  
4 was sent on May 20, 2011, twenty-seven days after the Defendant's first communication  
5 letter was postmarked by postal workers at the main United States Post Office in Tucson  
6 Arizona. *See CSOF ¶ 140.* Defendant, in violation of 15 U.S.C. § 1692g (b), did not cease  
7 collection activities against Plaintiff after receiving Plaintiff's Validation Notice  
8 concerning the validity of the alleged debt *See CSOF ¶ 131.* Without a court order,  
9 Defendant attempted to illegally take possession of Plaintiff's Motorhome. *See CSOF ¶*  
10 **132.**

11 Defendant claims that Plaintiff has refused to provide any responses or to object to  
12 Defendant's discovery requests. *See CSOF ¶ 141.* Due to circumstances beyond the  
13 control of Plaintiff, it was impossible until very recently, for Plaintiff to respond or object  
14 to Defendant's Discovery Requests. *See CSOF ¶ 98.* Plaintiff's inability to respond or  
15 object to Defendant's discovery requests is not agreement to all of Defendant's claims, *See*  
16 **CSOF ¶ 133.** Presently and for the time being, Plaintiff has help with the care his elderly  
17 father, which has allowed for the recent filings by Plaintiff. *See CSOF ¶ 142.* Despite the  
18 fact that the time for discovery has closed, Plaintiff has recently mailed part of Defendant's  
19 discovery requests, including but not limited to, Request for Admissions to Defendant's  
20 Counsel. *See CSOF ¶ 134.*

21 **III. OBJECTIONS.**

22 Pursuant to FRCP 56(c)(2), LRCiv. 7.2(m)(2), Plaintiff puts forward the following  
23 objections. Plaintiff **OBJECTS** to Defendant's MSJ on the grounds that Defendant's MSJ  
24

1 is in violation of FRCP 56(c)(4) in that said affidavit is not made upon personal knowledge  
2 of affiant and does not set out facts that would be admissible in evidence and does not show  
3 that the affiant or declarant is competent to testify and does not certify that the records were  
4 made at or near the time of occurrence of the matters set forth. *See CSOF ¶¶ 61-66.*  
5 Plaintiff **OBJECTS** to Exhibit B of Defendant's DSSOF on the grounds that the materials  
6 cited by Defendant in said Exhibit B are not presented in a form that is admissible in  
7 evidence. *See CSOF ¶¶ 59-68.*

9 Plaintiff **OBJECTS** to all copies of the alleged contract, (*See CSOF ¶ 113*), all  
10 copies of the alleged assignment, (*See CSOF ¶ 114*), all copies of the motor vehicle title,  
11 (*See CSOF ¶ 115,*) contained in Exhibits A and B of Defendant's DSSOF, grounds that the  
12 materials cited by Defendant in said Exhibit B are not presented in a form that is admissible  
13 in evidence. *See CSOF ¶¶ 59-68.* Plaintiff **OBJECTS** Daniel Fricano's Affidavit of Facts  
14 in Exhibit A of Defendant's DSSOF on the grounds that said affidavit is not presented in a  
15 form that is admissible in evidence. *See CSOF ¶ 118.*

17 Plaintiff **OBJECTS** to certain other copies contained in Defendant's Exhibit A of  
18 Defendant's DSSOF on the grounds that said other copies are not presented in a form that  
19 is admissible in evidence. *See CSOF ¶ 112.* Pursuant to FRCP 43, the testimony of  
20 witnesses must be taken in open court. *See CSOF ¶ 135.* The affidavit of Wayne  
21 Nightingale must not be relied upon as testimony for a motion for summary judgment as  
22 Plaintiff has demonstrated that said affidavit is faulty and defective. In the case of, *United*  
23 *States of America v. M. E.D Dibble U.S. App., 9<sup>th</sup> Circiut, 429 F.2d 598, 602, 1970, the*  
24 *court has stated,*

25  
26  
27  
28

1           “Testimony presented by affidavit is different from testimony orally delivered,  
2 because the affiant is not subject to cross-examination. But that fact leads to greater,  
3 not lesser, strictures imposed on the testimony presented by affidavit.”

4  
5           *See CSOF ¶ 143.*

6  
7           **III. CONCLUSION**

8  
9  
10          Plaintiff and Defendant have presented genuine issues of facts that Defendant is an  
11 admitted debt collector in this matter and subject to provisions of 15 U.S.C. § 1692, that  
12 Defendant has violated provisions of 15 U.S.C. § 1692 and that Plaintiff is not in breach of  
13 any contract between Plaintiff and Defendant for the monthly payments for the  
14 Motorhome. Defendant’s MSJ relies exclusively on the faulty and defective affidavit of  
15 Wayne Nightingale. Plaintiff has demonstrated that Nightingale does not have personal  
16 knowledge of Plaintiff’s Contract or of the matters at issue here in this case. Plaintiff has  
17 demonstrated that all of Nightingale claims concerning Defendant’s alleged interest in the  
18 Contract and payments for the Motorhome are conclusory statements and legal conclusions  
19 not based upon facts. FRCP 56(c)(4) requires that a motion for summary judgment be  
20 supported by an affidavit of a person who has personal knowledge and Defendant’s MSJ is  
21 lacking such knowledge. Defendant’s MSJ is not well founded and should be denied.  
22 Defendant has submitted the affidavit of Wayne Nightingale in bad faith and this Court  
23 should order the Defendant to pay Plaintiff the costs associated with controverting the  
testimony of said affidavit.

24          From the very beginning of this case and before that time, the issue of the Contract  
25 and assignments to the Contract has been the center and forefront of Plaintiff’s complaint  
26 against Defendant. From the very beginning of this case and before that time, Defendant  
27 has consistently failed in providing to the Court and to Plaintiff any authenticated proof of

1 a nexus between Plaintiff and Defendant to support its frivolous counter-claim for breach  
2 of contract. Defendant, never having said proof from the beginning of this case and never  
3 being able to provide said proof, has wasted the valuable time and resources of the Court  
4 and Plaintiff. Defendant, an admitted debt collector in this matter, should be sanctioned  
5 for complicating a simple case of Fair Debt Collection Procedure Act violations into the  
6 excruciatingly burdensome case it has become. Defendant should be ordered to pay  
7 Plaintiff for the costs associated with the defending against Defendant's bogus and abusive  
8 counter-claim for breach of contract  
9

10 In the interest of justice and due process under the law, Plaintiff's complaint must not  
11 be dismissed with prejudice and Defendant's Counter-claim for Breach of Contract must be  
12 denied as Plaintiff must be allowed to present evidence to the Court and cross examine all  
13 witnesses Defendant has named.  
14

16 AUGUST 8, 2012

17 Date

Virgil K. Stimer

18 Virgil K Stimer  
19 Authorized Signatory for  
20 VIRGIL K STIMER  
General Delivery  
Jackson, Michigan 40201  
520 609 3132

21  
22  
23  
24  
25  
26  
27  
28

**Certificate of Service**

I, Virgil K Stimer, certify that on August 8, 2012, I sent by United States Postal Service, prepaid first class mail, the attached documents upon the counsel:

**Michael Ponzo  
Quintairios, Prieto, Wood & Boyer, P.A.  
2398 E. Camelback Road, Suite 760  
Phoenix, Arizona 85016**

For the Defendant Santander Consumer USA.

AUGUST 8, 2012  
Date

Date

Virgil K. Stimer  
Virgil K Stimer

*Virginia K. Stimer*  
Author, 1861-81

## Authorized Signatory for

VIRGIL K STIMER

## General Delivery

Jackson, Michigan 40201

520 609 3132